

**ATTACHMENT A:
AGREEMENT FOR COST ALLOCATION AND RESOURCE SHARING**

This attachment, representing Attachment A to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Vocational Rehabilitation**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Vocational Rehabilitation to define Vocational Rehabilitation's cost allocation and resource sharing agreement, and incorporates by reference the MOU and its terms and conditions, as approved by the Greater Lincoln Workforce Investment Board and One Stop System Partners.

Now, therefore, the parties agree as follows:

1. The one stop partner, Vocational Rehabilitation, agrees to contribute direct partner costs for rent in the following manner:

Vocational Rehabilitation will utilize the equivalent of 1 itinerant staff person in the One Stop Career Center at 1010 N Street on a part time basis for approximately 14-20 hours per week. The costs for rent will be outlined in a separate sublease agreement.

2. The one stop partner, Vocational Rehabilitation, agrees to contribute, along with all WIA partners, an equal share of the following costs:

Cost: All system costs are to be shared equally as indicated below. When a cost is billed to each one stop partner by the City of Lincoln, an itemized billing statement of actual costs shall be provided and the one stop partner shall pay for items within 30 days of receipt of the request for payment.

Board Operations: There are 14 One Stop partners identified in the MOU serving on the Board. Actual board operation costs will be shared equally among the one stop partners serving on the board with payment to be made to the City of Lincoln on a quarterly basis. Board operation costs include costs for board meetings, committee meetings, materials, postage, phone, copying and printing.

3. NWS - The One Stop Partner will access Nebraska Workforce Access System (NWS). (Cost will be reimbursed to the Partner by the Work Incentive Grant.)

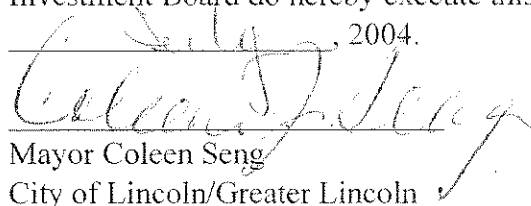
4. Responsibility for Funds: Each party is liable for, and shall agree to assume all risk, for any misuse of funds caused by or resulting from its or its officers, employees or agents actions or omissions under or relating to this Agreement.

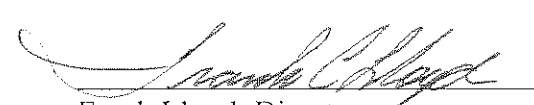
5. Term: This Agreement shall be in effect for the period beginning July 1, 2004 and ending on June 30, 2005. This agreement may be renewed for a period of up to (two) additional one-year terms.

6. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected.

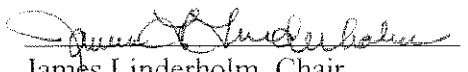
7. Capacity: the undersigned person representing Vocational Rehabilitation does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind Vocational Rehabilitation to this Agreement.

IN WITNESS WHEREOF, Frank Lloyd, Director of Vocational Rehabilitation and Mayor Coleen Seng, Chief Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this Agreement as of the 16th day of July, 2004.


Mayor Coleen Seng
City of Lincoln/Greater Lincoln
Workforce Investment Board


Frank Lloyd, Director
Vocational Rehabilitation

Approved by:


James Linderholm, Chair
Greater Lincoln Workforce Investment Board

ATTACHMENT B: AGREEMENT FOR SCOPE OF SERVICES

This attachment, representing Attachment B to the MOU, is made and entered into by and between the City of Lincoln's Greater Lincoln Workforce Investment Board, hereinafter referred to as LWIB and the One Stop Partner, **Vocational Rehabilitation**, for the Greater Lincoln One Stop Delivery System, with the agreement of the Mayor of Lincoln who serves as the Chief Elected Official for the Greater Lincoln area.

Whereas, this attachment represents an agreement between the LWIB and Vocational Rehabilitation to establish the delivery of core services and method of delivery, and incorporates herein by reference the Memorandum of Understanding and its terms and conditions as written, between the Greater Lincoln Workforce Investment Board and the One Stop System Partners.

Now, therefore, the parties agree as follows:

1. Core Services

The one stop partner, Vocational Rehabilitation, agrees to contribute to the delivery of the following core services in the local one stop system:

- a. Orientation on Vocational Rehabilitation Services and Intake for Vocational Rehabilitation Services.
- b. Outreach to inform potential applicants of services available from Vocational Rehabilitation.
- c. Provision of program performance information and program cost information on providers of vocational rehabilitation program activities under Title I of the Rehabilitation Act.
- d. Job search and placement assistance for Vocational Rehabilitation enrollees and, where appropriate, career counseling.

2. Delivery of Core Services

The delivery of core services listed below shall be delivered by Vocational Rehabilitation in the following manner: Vocational Rehabilitation will be available 14-20 hours per week at the One Stop Career Center. Core Services to applicants will be available on a walk-in basis or by appointment. When Vocational Rehabilitation staff is not available, Vocational Rehabilitation will provide and maintain an appointment calendar for individuals wishing to schedule an appointment with Vocational Rehabilitation at the One Stop. Should the applicant wish to go to Vocational Rehabilitation's main office, Vocational Rehabilitation will provide applicants with a pamphlet regarding the address or phone number at their main office for contact purposes.

Service: a. Orientation on Vocational Rehabilitation Services and Intake for Vocational Rehabilitation Services for one stop customers referred to or expressing an interest in applying for services from Vocational Rehabilitation.

Method of delivery: Vocational Rehabilitation Services will provide an itinerant staff person 14-20 hours per week at the One Stop to provide Orientation and Intake services for individuals referred to or requesting to apply for Vocational Rehabilitation services.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

Funding For This Service: Vocational Rehabilitation Services will pay the full cost of the itinerant staff position assigned to the One Stop.

Service: b. Informational Outreach to inform potential VR applicants of services available from Vocational Rehabilitation.

Method of Delivery:

Outreach: Vocational Rehabilitation will make printed literature available in the One Stop describing Vocational Rehabilitation services. Vocational Rehabilitation will provide a pamphlet describing the one stop system and the partner programs. Vocational Rehabilitation agrees to distribute customer surveys as directed by the LWIB Board.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

Funding For Service: Vocational Rehabilitation will pay the full cost of their literature describing their services. Vocational Rehabilitation will pay the equal share of the cost of the pamphlet describing the one stop system and partners involved.

Service: c. Provision of program performance information and program cost information on providers of vocational rehabilitation program activities under title I of the Rehabilitation Act.

Method of Delivery: Vocational Rehabilitation will provide information on program performance and program cost information in the form of brochures, information sheets, and the State Rehabilitation Council Annual Report.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

Funding for Service: Vocational Rehabilitation Services will pay the full cost of providing brochures, information sheet and the Annual Report.

Service: d. Job search and placement assistance for Vocational Rehabilitation enrollees and, where appropriate, career counseling

Method of Delivery: Vocational Rehabilitation Services itinerant staff will be available 14-20 hours per week to provide job search and placement assistance, and where appropriate, career counseling to enrollees of Vocational Rehabilitation services.

Where the service will be provided: At the One Stop Career Center, 1010 N Street, Lincoln, Nebraska.

Funding for Services: Vocational Rehabilitation will pay the full cost of the itinerant staff assigned to the One Stop to provide said service.

3. Method of Referral: NWAS will be the primary means to refer individuals to and from Vocational Rehabilitation and the other one stop partners. Alternative methods, such as mail, can also be used. Vocational Rehabilitation will pay their cost for using NWAS as outlined in Attachment A.

4. Costs: Vocational Rehabilitation's costs of providing the above referenced services through the One Stop Career Center, including without limitation all of its personnel, equipment, software and hardware, supply, and facilities shall be borne by the partner.

5. Amendments: The parties realize that modification may be necessary during the period of this agreement and will undertake modification of the agreement collaboratively. Any amendment to this Agreement, to be valid, must be in writing and signed by both parties. If any provision of the agreement is held invalid, the remainder of the agreement shall not be affected.

6. Term: This Agreement shall be in effect for the period beginning on July 1, 2004 and ending on June 30, 2005. This agreement may be renewed for a period of up to (two) additional one-year terms.

7. Termination: Any party may withdraw from or terminate this Agreement only according to paragraph 8 of the MOU which provides that the terminating party give written notice of its intent to terminate at least 120 calendar days in advance of the effective termination date. Notice to terminate shall be given to the Chairperson of the LWIB and the CEO. Should any One Stop Partner terminate the Agreement for Scope of Services, the remainder of the MOU shall remain in effect with respect to the withdrawing party.

8. Mutual Hold Harmless: Each party to this agreement agrees that it will be responsible for their own acts and omissions and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other party. Each party agrees to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts

or omissions related to this agreement, including acts or omissions by each party's own agents, employees, or contractors related to this agreement. Liability includes any claims damages, losses and expenses (including attorneys' fees) arising out of or resulting from performance of this agreement, that results in any Claim for damage whatsoever, including any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any resulting loss of use. Vocational Rehabilitation as a state agency is self insured.

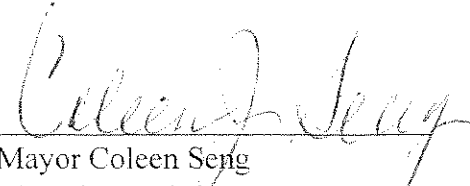
9. Independent Contractor: Vocational Rehabilitation shall perform their core services under this Agreement. Vocational Rehabilitation has sole and exclusive charge and control of the manner and means of performance. Vocational Rehabilitation, with respect to its employees, shall be exclusively responsible for providing for employment related benefits and deductions that are required by law. It is expressly understood that Vocational Rehabilitation is not an employee of the Greater Lincoln Workforce Investment Board or the City of Lincoln.

10. One Stop Management Council: Vocational Rehabilitation, as a party to this agreement, agrees to participate in the operation of the One Stop Management Council, to provide a collaborative approach in assessing the needs and improvements of the delivery system at the One Stop Career Center.

11. One Stop Center Management: Vocational Rehabilitation, as a party to this agreement, agrees to comply with the policies, procedures, and directives of the One Stop Management Council insofar as they do not violate program policy.

12. Capacity: The undersigned person representing Vocational Rehabilitation does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind Vocational Rehabilitation to this agreement.

IN WITNESS WHEREOF, Vocational Rehabilitation and Mayor Coleen Seng, Chief Local Elected Official and contractual authority for the Greater Lincoln Workforce Investment Board do hereby execute this agreement as of the 16th day of July, 2004.

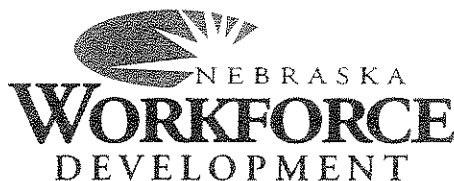

Mayor Coleen Seng
City of Lincoln/Greater Lincoln
Workforce Investment Board


Frank Lloyd, Director
Vocational Rehabilitation

Approved by:


James Linderholm, Chair
Greater Lincoln Workforce Investment Board

Jim Linderholm
Chairperson



Mayor Coleen J. Seng
Chief Elected Official

March 9, 2005

GREATER LINCOLN
WORKFORCE INVESTMENT BOARD

Pat Bracken
Vocational Rehabilitation
5143 South 48th
Lincoln, NE 68516

RE: Attachments A and B to the Memorandum of Understanding between Lincoln Workforce Investment Board and Vocational Rehabilitation, EO #70741

Dear Pat:

In accordance with the terms and conditions of the above referenced Attachments A and B to the Memorandum of Understanding, the City of Lincoln/Greater Lincoln Workforce Investment Board desires to renew said Attachments A and B to the Memorandum of Understanding (MOU) for one (1) additional term beginning July 1, 2005 through June 30, 2006.

It is understood that all terms and conditions of the original Attachments A and B to the Memorandum of Understanding will remain unchanged during the renewal term. For your own information and as a reminder, the Workforce Investment Act of 1998 (PL 105-220) remains in existence until repealed by the federal government. WIA is currently in the process of re-authorization before Congress. It is not clear when re-authorization will be finalized but expenditures under the 1998 Act are authorized through June, 2006. Thus, the terms and conditions of the Attachments are in reference to the current law.

As evidence of your agency's decision to renew the referenced MOU under said terms and conditions, please countersign below. Return three original letters on or before April 15, 2005 for processing care of Jan Norlander-Jensen, City of Lincoln, Urban Development, 808 P Street, Suite 400, Lincoln, NE 68508.

If your agency should choose not to renew this MOU, please state on your letterhead the reasons and return to the City of Lincoln/Greater Lincoln Workforce Investment Board at the above address.

Sincerely,

A handwritten signature in cursive script that reads "Jan Norlander-Jensen".
Jan Norlander-Jensen

Counter Signature:

Vocational Rehabilitation
One Stop Partner Agency Name

471-6300

Phone No.

A handwritten signature in cursive script that reads "Frank Coley".
Signature of Authorized Representative of
One Stop Partner

Director

Title

Date

3-10-05

A handwritten signature in cursive script that reads "Coleen J. Seng".
Mayor Coleen Seng
City of Lincoln

Approved by:

A handwritten signature in cursive script that reads "James Linderholm".
James Linderholm, Chair of Greater Lincoln
Workforce Investment Board